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Unique Doc. Reference	:	SUBIN-KAKAKSFCL0867097424166075N
Purchased by	:	N THIRUNAGENDRA
Description of Document	:	Article 12 Bond
Description	:	CONTRACT AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	N THIRUNAGENDRA
Second Party	:	EXECUTIVE ENGINEER BBMP BYATARAYANAPURA DIVISSION
Stamp Duty Paid By	:	N THIRUNAGENDRA
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

For MAHAYOGI VEMANA SOUHARDA PATTINA SAHAKARI NIYAMITHA, YELAHANKA

AUTHORIZED SIGNATORY

Please write or type below this line

AGREEMENT

Agreement No. 354 /14-15

This agreement made on this 24th day of March 2015 Between the Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bellary Road, Byatarayanapura, Bangalore – 92, on behalf of the Commissioner, Bruhat Bangalore Mahanagara Palike, Bangalore. (hereinafter called "the Employer") of the one part and **Sri. N. Thirunagendra, Contractor, #184, Bestarabedi Yelahanka, Bangalore-64** (hereinafter called "the Contractor") of the other part.

Statutory Alert:
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Where as the Employer is desirous that the Contractor to execute the work of **Improvements to roads at Prakruthi layout and Shimadri layout main road and cross roads in ward no. 11 (Kuvempunagara) Vidyaranypaura sub division** for WORK CODE: 011-15-000024 Indent No.16540 of Tender Notification No. EE/BTP/BBMP/E-PMT/08/2014-15 Dated: 30.12.2014 The above work was Administratively Approved by the Chief Engineer vide No.EE/BTP/TS/110A/14-15 Dated: 19.01.2015 & Technically Sanctioned by the Superintendent Engineer vide No.SE/YEL/TS/31/14-15 Dated: 22.12.2014 (Hereinafter called "the Works") and the Employer has accepted the tender of the Contractor for the execution and completion of such works and the remedfying of any defects therein at a contract price **Rs. 2586940.27 (Rupees Twenty Five Lakhs Eighty Six Thousand Nine Hundred Forty and paise Twenty Seven only)** Which works out +4.53% above the Tender cost.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The Work shall be commenced [illegible] all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the [illegible]ful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate [illegible] the risk and cost of the Former Tenderer.
5. The EMD and SD amount will be [illegible]rned after successful completion of ONE year.
6. The Income Tax at the rate [illegible] at 4% and Cess at 1% will be Deducted and certificate will be issued in favour of the Contractor from every running [illegible] final bills of the contractor
7. Sub-Letting of work is prohibited.
8. The defect liability period [illegible] works & Asphalt works upto 20mm thick maintenance period is one year & more than 20mm thick maintenance [illegible] year from the date of final bill. The E.M.D and S.D. will be refunded only after the defect liability period.
9. Frequency of the quality [illegible] materials and other tests have to be conducted by the contractor as per MORT&H (IV th Revised I.R.C. guide[illegible]her relevant Indian standards in his laboratory or any other laboratory assigned by BBMP at his own cost in [illegible]Engineer / consultants appointed by BBMP
10. Works costing more than [illegible]are subject to third party test and the cost of the same shall be borne by the contractor.
11. For Asphalting works i.e., [illegible] those who own their hot mix plant 40-60 TPH & mechanical paver only shall apply.
    Further [illegible] of the Work [illegible]ed from the Office of the Executive Engineer [illegible]P office, Byatarayanpura Bangalore –92
12. The following documents [illegible]ned to form and be read and Construed as part of this Agreement, viz.:
    i) [illegible] of A[illegible]
    ii) [illegible]e to p[illegible]e works;
    iii) [illegible]ntractor's [illegible]e-proc Portal.
    iv) Contract Da[illegible]oc Portal.;
    v) [illegible]ncluding Special Conditions of Contract);
    vi) [illegible]
    vii) [illegible]
    viii) [illegible]
    ix) [illegible]ne [illegible]d in the Contract Data as forming part of the contract.

In witness w[illegible]e p[illegible] have caused this Agreement to be executed the day and year first before writ[illegible]

The Common [illegible]
was hereunto [illegible]the p[illegible]

Signed, Sealed and D[illegible]e said Executive Engineer, Byatarayanapura Division,

Yalahanka Zone, Bruhat Bang[illegible]agara Palike.

Binding Signature of Contractor

In the presence [illegible]

Binding Signature of Employer

Executive Engineer
Byatarayanapura Division,
B,B,M,P. Bangalore –92.